

**CONTRACT RESULTING FROM INVITATION TO BID NUMBER 10090228-25-C
As-Needed Janitorial Services for Transportation Department**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful bidder to Invitation to Bid (ITB) # 10090228-25-C As-Needed Janitorial Services for Transportation Department (Contractor).

RECITALS

On or about 10/29/2024, City issued an ITB to prospective bidders on services to be provided to the City. The ITB and any addenda and exhibits thereto are collectively referred to as the "ITB." The ITB is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide janitorial services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$500,000.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 By submitting a response to this ITB, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the ITB, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The document highest in the order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st The Contract
- 2nd The ITB and the City's written acceptance of any exceptions or clarifications to the ITB, if any
- 3rd Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

California Office Cleaning
Bidder

BY: 

415 Laurel St # 350
Street Address

Print Name: Claudia C. Abarca
Director
Purchasing & Contracting Department

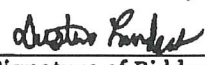
San Diego
City

January 27, 2025
Date Signed

949-701-1771
Telephone No.

Calofficecleaning@gmail.com
E-Mail

BY:


Signature of Bidder's Authorized Representative

Dustin Landeis
Print Name

President
Title

11/26/2024
Date

Approved as to form this 27th day of

January, 2025.
HEATHER FERBERT, City Attorney

BY: 
Deputy City Attorney

EXHIBIT A
INSTRUCTIONS AND BID REQUIREMENTS

A. BID SUBMISSION

1. Timely Bid Submittal. Bids must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Bids. The City will accept paper bids in lieu of eBids. Paper bids must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed bids will not be accepted.

1.3 Bid Due Date. Bids must be submitted prior to the Closing Date indicated in the eBidding System. E-mailed and/or faxed bids will not be accepted.

1.4 Pre-Bid Conference. Pre-bid conference information is noted on the eBidding System.

1.4.1 Bidders are encouraged to attend the pre-bid conference. Failure to attend does not relieve bidder of the responsibility to comprehend the requirements of this ITB and addenda, and does not relieve Contractors to perform in accordance with the Contract.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all bidders who are on record as having received this ITB via its eBidding System. No oral communications can be relied upon for this ITB. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this ITB.

1.6 Contact with City Staff. Unless otherwise authorized herein, bidders who are considering submitting a bid in response to this ITB, or who submit a bid in response to this ITB, are prohibited from communicating with City staff about this ITB from the date this ITB is issued until a contract is awarded.

2. Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by bidder, if any. The bidder must present written factual or legal justification for any exception requested to the Scope of Work, Contract, or the Exhibits. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of bidder's exceptions, reject bidder's exceptions and deem the bid non-responsive, or award the Contract without bidder's proposed exceptions.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved

2.10 Reserved

2.11 One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

3. Bid Review. Bidders are responsible for carefully examining the ITB, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a bid. If selected for award of contract, bidder shall be bound by same unless the City has accepted bidder's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this ITB as necessary. All addenda are incorporated into the Contract. The bidder is responsible for determining whether addenda were issued prior to a bid submission. Failure to respond to or properly address addenda may result in rejection of a bid.

5. **Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the bidder to an adjustment in the unit price or any additional compensation.

6. **Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 **Items Offered.** Bidder shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the bid.

6.2 **Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Bidder may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the bidder offers an item of a manufacturer or vendor other than that specified, the bidder must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the bidder's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. **Modifications, Withdrawals, or Mistakes.** Bidder is responsible for verifying all prices and extensions before submitting a bid.

7.1 **Modification or Withdrawal of Bid Before Bid Opening.** Prior to the Closing Date, the bidder or bidder's authorized representative may modify or withdraw the bid by providing written notice of the bid modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 **Bid Modification or Withdrawal of Bid After Bid Opening.** Any bidder who seeks to modify or withdraw a bid because of the bidder's inadvertent computational error affecting the bid price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The bidder shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the bidder to prove the inadvertent error. If, as a result of a bid modification, the bidder is no longer the apparent successful bidder, the City will award to the newly established apparent successful bidder. The City's decision is final.

8. **Incurred Expenses.** The City is not responsible for any expenses incurred by bidders in participating in this solicitation process.

9. **Public Records.** By submitting a bid, the bidder acknowledges that any information submitted in response to this ITB is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA)

applies. If the bidder submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the bidder to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the bidder must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the bidder does not provide a specific and detailed legal basis for requesting the City to withhold bidder's confidential or proprietary information at the time of bid submittal, City will release the information as required by the CPRA and bidder will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the bidder's obligation to defend, at bidder's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the bidder's request. Furthermore, the bidder shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at bidder's request. Nothing in the Contract resulting from this bid creates any obligation on the part of the City to notify the bidder or obtain the bidder's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access bidder's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this ITB.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of bids.

3. Escalation. An escalation factor is not allowed unless called for in this ITB. If escalation is allowed, bidder must notify the City in writing in the event of a decline in market price(s) below the bid price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the bidder clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire bid, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. BID OPENING. All bids will be opened at, or immediately after, the time noticed for the bid opening in a location that is open to the public. No bidder or interested person will be excluded from the bid opening. Where no member of the public is in attendance, at least one City officer or employee, in addition to the City employee opening the bids, will be present. Bid results will be announced in the presence of those attending. The name of the project will be audibly announced to those present followed by the name of the bidder, the name of the surety, the amount of the bond, if required, and the total amounts or unit amounts bid. Any person present shall have the right to ask the announcements be repeated or to ask that omitted data be supplied. Such requests will be honored to the extent they do not unreasonably delay or interfere with the bid opening procedure, as determined at the sole discretion of the City employee opening the bids.

D. EVALUATION OF BIDS

1. Low Bid Award. A contract will be awarded to the lowest responsible and responsive bidder.

2. Additional Information. The City may require bidder to provide additional written or oral information to clarify responses.

3. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

4. Waiver of Defects and Technicalities. The City may waive defects and technicalities in bids when to do so is in the City's best interests.

5. Rejection of All Bids. The City may reject any and all bids when to do so is in the City's best interests.

E. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all bidders of its intent to award a Contract in writing.

2. Obtaining Bid Results. Bid results may be obtained by: (1) attending the bid opening; (2) e-mailing a request to the City Contact identified on the eBidding System; or (3) visiting the P&C eBidding System to review the bid results. To ensure an accurate response, requests should reference the Solicitation Number. Bid results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various bidders. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

F. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful bidders with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

G. SUBMITTALS REQUIRED UPON NOTICE OF INTENT TO AWARD. The successful bidder is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice of Intent to Award letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. All businesses that contract with the City must have a current business tax certificate unless the City Treasurer determines the business is exempt.

4. Reserved.

5. Payment Card Industry Data Security Documents. Evidence of all required documents, as described in Exhibit B.

The City may find the bidder to be non-responsive and award the Contract to the next responsible and responsive low bidder if the apparent successful bidder fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. BACKGROUND

The City of San Diego is seeking a qualified Contractor to provide complete Janitorial Services for the Transportation Department, as required and as specified for the following City facilities:

Site: 2781 Caminito Chollas, San Diego, CA 92105

- Section 1. Street Admin Building area with an approximate size of 110 feet by 80 feet
- Section 2. Parker Hall area with an approximate size of 80 feet by 50 feet
- Section 3. Urban Forestry Building area with an approximate size of 30 feet by 20 feet
- Section 4. Sign Shop Building area with an approximate size of 70 feet by 70 feet
- Section 5. Eng. Annex Building area with 2 floors, each with an approximate size of 46 feet by 32 feet
- Section 6. Electrical Supervisor trailer with an approximate size of 60 feet by 22 feet
- Section 7. Electrical Shop trailer with an approximate size of 60 feet by 60 feet
- Section 8. Traffic trailer 1 with an approximate size of 60 feet by 35 feet
- Section 9. Traffic trailer 2 with an approximate size of 60 feet by 35 feet

B. PRE-BID CONFERENCE AND SITE INSPECTIONS

Bidders are encouraged to attend both the pre-bid conference and the site inspections for all facilities listed on the table below. The following table provides start times of site visits and is provided as a guide. The order of the site visits will remain unchanged, unless otherwise notified. This will be the only opportunity for Bidders to walk the sites.

Pre-Bid Conference	2781 Caminito Chollas, San Diego, CA 92105	Transportation Main Conference Room	Tuesday, November 12, 2024	9:00 a.m.
Site Inspections	2781 Caminito Chollas, San Diego, CA 92105	Transportation Operations Offices and Trailers	Tuesday, November 12, 2024	9:30 a.m.

Bidders are responsible for inspecting the work sites to verify site conditions and size of areas to be serviced. Failure to do so will not relieve the Contractor of their responsibility to perform in accordance with these specifications. No additional compensation or relief from any obligations of the contract will be granted because of lack of knowledge of the sites.

By submitting a bid, Bidder acknowledges that they are relying on their own examination of the work site and have the capability to fulfill the contract requirements; and are knowledgeable of all other data and matters requisite to the fulfillment of the contract.

Information provided by the City during either the pre-bid conference or the site inspections is not intended to be a substitute for, or a supplement to, the independent

is deemed necessary or desirable by the Bidder. Bidder acknowledges that they have not solely relied upon City furnished information regarding site conditions in preparing and submitting a bid.

C. QUALIFICATIONS AND LEVEL OF EXPERIENCE

The following experience, qualifications and skills are required. Failure to provide the required and/or complete information as part of the bid submittal may be cause for the Bid to be rejected as non-responsive.

1. Contractor shall submit a company/corporation organization chart including the dedicated account manager, all supervisors who will supervise work, and all senior management who supervise the dedicated account manager, including all years of tenure of such.
2. Contractor must have a minimum of three (3) years of experience (in the last five (5) years) conducting work of similar type, scope, and scale as those specified in the ITB as demonstrated by professional references submitted as part of the City of San Diego Contractor Standards Pledge of Compliance form for the ITB.
3. Contractor shall submit the resume of an account manager (Project Manager), who shall be dedicated to this Contract, and must have a minimum of two (2) years of experience (in the last five (5) years) managing and conducting work of similar type, scope, and scale as those specified in the ITB.
4. All managers and supervisors proposed to be involved in the Services at the Site must have a minimum of two (2) years' service in providing managerial and supervisory support in cleaning and conducting work of similar type, scope, and scale as those specified in the ITB. Contractor shall submit the resume for each manager and supervisor proposed to be involved in Services at the Site.

D. CONTRACTOR'S RESPONSIBILITIES

1. Staffing

The Contractor shall provide adequate supervisory oversight and competent personnel capable of completing all work required under this contract as scheduled and to the standards commonly acceptable in the industry and to the satisfaction of the Department Representative or designee. The Contractor shall also maintain enough trained staff to cover vacations, illness, and emergency leave for staff assigned to this contract.

a. Janitorial Service Manager

The Contractor shall retain one (1) Janitorial Service Manager for the duration of the contract. The Janitorial Service Manager will be accountable for all janitorial services provided and proficiency in Janitorial Service Contract Management.

The Janitorial Service Manager will serve as the single point of contact with City's Department Representative, or designee, for administrative needs including invoicing and contract related matters.

b. On Site Supervisor(s)

If the Janitorial Service Manager will not be the site supervisors, then the Janitorial Service Manager shall designate a minimum of one (1) qualified On-Site Supervisor (Supervisor) at all times while work is being performed to provide the necessary and adequate supervision to ensure work is completed as specified in this contract. Prior to commencing work under this Contract, the Contractor shall notify the Department Representative, or designee of the name of the supervisor assigned to each site. Any changes in supervision shall be submitted in writing five (5) days prior to the start date of the new supervisor to the Department Representative or designee. The Contractor shall also be responsible for ensuring that the new Supervisor understands the requirements of this Contract.

c. Staffing Plan

The Contractor shall also maintain a sufficient number of trained staff to cover vacations, illness, and emergency leave for staff assigned to this contract. Prior to commencing work, anytime staffing changes occur, and upon request from the Department Representative, or designee, the Contractor shall submit a staffing plan. The staffing plan must include the following:

1. A staffing plan confirming availability of all staff, and any needed reserve staff, address staff recruiting and retention.
2. The staffing plan shall specify the total number of janitorial, management and supervisory staff contractor will dedicate to each site.
3. Include names, titles, and descriptions.

d. Uniforms

Janitorial staff, including supervisors, shall work in distinguishing neat and clean uniforms provided by the Contractor. All uniforms shall be cleaned and maintained by the Contractor. At a minimum, the Contractor will furnish their employees with a shirt, or some other type of upper body wear, in a common color bearing the company's identification. Uniform shall also consist of proper footwear that fully covers the foot. Sandals and flip-flops are unacceptable footwear. Long pants shall be worn on each work shift. Shorts and cut-offs are unacceptable. Contractor's employees must have a professional appearance and proper personal hygiene. Appropriate uniform shall be worn at all times, including personnel who are being trained. Failure to do so may result in termination of contract.

e. Training

Prior to the start of work on this Contract, Contractor shall contact the Department Representative, or designee(s) to obtain a copy of the Safety Data Sheet (SDS) for City-provided chemicals and shall train their janitorial staff on safety requirements to include SDS for all chemicals used for this Contract (including any City-provided chemicals), Blood Borne Pathogens, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193. Janitorial staff shall be trained in the proper use of green cleaning techniques and products.

The Contractor is required to provide certification that janitorial personnel assigned to this Contract have received the training specified in this subsection. This certification must be submitted to the Department Representative or designee prior to the commencement of the contract (use Attachment A). For new employees being assigned to this Contract, the required certification must be provided to the Department Representative or designee prior to the commencement of duties. All training shall be provided at the sole expense of the Contractor. The City reserves the right to require retraining at the Contractor's expense, as determined by the City, in its sole discretion.

f. Certification

Failure of the Contractor to provide the above required certification to the Department Representative or designee shall be cause for immediate removal of the employee from this Contract and may be cause for termination of the contract. The Contractor is responsible for ensuring new employees understand the requirements of this Contract and are properly trained prior to starting work.

g. Communication

Contractor shall ensure that at least one (1) member of the onsite janitorial crew can communicate in English both verbally and in writing. Assigned supervisors shall be capable of completing legible written forms and of understanding oral and written instructions in English.

h. Removal of Employee

The Department Representative may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is contrary to the best interest of the City of San Diego.

Janitors will also be temporarily removed in the event a sexual harassment complaint is filed against them. If allegations are determined to be unfounded following a complete investigation by the Contractor and the City, the janitor removed may return to work on a City contract. However, if the allegations are determined to be founded, the janitor will be considered permanently barred from work on any City contract.

2. Cleaning Supplies, Chemicals and Equipment

a. Contractor Furnished Cleaning Equipment

The Contractor shall be responsible for furnishing the equipment required for performing specified tasks, unless otherwise noted. All materials shall be top-quality by industry standards. All vacuum cleaners shall be power lifting, silent, commercial grade with micro filters.

b. City Furnished Supplies

The City shall provide all required cleaning chemicals and day-to-day janitorial supplies required on this contract, such as but not limited to, trash liners, paper towels, deodorizers, liquid or powdered hand soap, toilet paper, seat covers and shower curtains, unless Contractor is otherwise notified by the Department Representative, or designee during the term of this Contract. Contractor shall inform the Department Representative, or designee, at least one (1) week in advance, of the need to replenish supplies. The Department Representative, or designee will initiate the request to order cleaning supplies.

All janitorial supplies and chemicals provided by the City are individually funded by each division and are to be stored in the specific Janitor's Closet as designated by the Department Representative. They shall not be removed or taken off City property or be comingled or shared between the different divisions within the Department.

3. Keys, Security Access Cards, and Employee Identification Badges

Keys, security access cards, and employee identification badges supplied to the Contractor shall not be shared or loaned out to others. They must be retained by authorized janitorial personnel to whom they were issued. Failure to abide by these security regulations is a breach in security and may be grounds for removal of the employee from the contract. Repeated violations of these security regulations by a Contractor's employees may be grounds for termination of this contract.

Keys, security access cards, and employee identification badges supplied to Contractor shall not be duplicated, except by the City. Lost keys, security access cards, and employee identification badges shall be reported immediately to the Department Representative, or designee.

All keys, security access cards, and employee identification badges are the property of the City and shall be returned upon completion of the contract. If the Contractor loses any of the keys during the term of the contract or fails to return the keys immediately upon completion or termination of the contract, the Contractor shall pay the City for the cost of re-keying the locks; such costs may be retained from the final payment. If the City does not re-key the locks, the cost of any replacement key(s) shall be paid by the Contractor; such costs may be retained from monthly payments.

4. Enhanced Sanitation

When Enhanced Sanitation Regulations are in place by the City and directed by the Department Representative or designee, all janitorial employees must:

- a. Disinfect areas within the common space that may have had contact with employees or the general public.
- b. Wear Personal Protective Equipment (PPE) while performing tasks or while in any City facility, including gloves, facial covering, and face shields, if applicable.

- Facial coverings must cover the mouth and nose.
- c. Use single use disposable latex or nitrile gloves.
 - d. Use other PPE as required and reasonable for a specific task.

Personal Protective Equipment for all janitorial employees is to be provided by the Contractor. Additional regulations or requirements may be implemented by the Centers for Disease Control, which must be followed by the Contractor and its employees at the direction of the Department Representative or designee.

5. Janitorial Staff Reporting Procedures

Janitorial personnel, including all supervisors conducting inspections, shall sign in upon reporting for work and shall sign out prior to leaving work on a log provided by the Department Representative, or designee. Janitorial personnel are to sign in and out based on actual arrival and departure times versus scheduled times. Supervisors shall write "Supervisor" beside their name. The City has no obligation to pay for services if the log is not properly completed. The log will be kept in a designated area identified by the Department Representative, or designee.

The janitorial personnel shall complete the Janitor's Cleaning Checklist (Attachment B) when tasks are completed and leave them in the designated area. The City shall provide the Contractor with a Janitor's Cleaning Checklist prior to commencement of work. The Contractor shall be responsible for ensuring copies are made available to janitorial personnel, at no additional cost to the City.

The City has no obligation to pay for services if the checklists are not completed.

6. Contractor Response Time

The Janitorial Service Manager, authorized to discuss matters related to this Contract, must be available during normal business hours, between 8:00 a.m. and 5:00 p.m., Monday through Friday. The Janitorial Service Manager must be available via cell phone, and/or email during these designated times.

a. Emergency Calls

A Supervisor shall respond to emergency telephone calls from the City within fifteen (15) minutes of the call being placed. All actions required to resolve the emergency shall be completed within four (4) hours. Emergency calls are defined as those where the Department Representative, or designee states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the time frame may result in termination of the contract.

If service is provided after regular business hours, vendor can invoice at an hourly rate submitted on the Pricing page of this Contract. Business hours are between 6:30 am and 6:00 pm Monday through Friday.

The Contractor shall have the capability to make calls of an emergency/safety nature involving patron conduct, twenty-four (24) hours a day. The Contractor, upon observing any plumbing stoppages, leaking faucet, or electrical malfunctions

shall immediately contact City's Work Control (Station 38) by phone at (619) 525-8540. The Contractor shall also submit an incident report to the Department Representative or designee within twenty-four (24) hours.

b. Non-Emergency Calls

Janitorial Service Manager, or the designated supervisors shall respond to non-emergency calls, or emails within one (1) hour of the call being placed, or the email being sent. All actions required to resolve the non-emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Department Representative, or designee. Failure to respond and/or take appropriate corrective action within the time frame specified may result in termination of this Contract.

7. Safety Requirements

All work performed under this Contract will be performed in such a manner as to provide maximum safety to the public and employees and shall comply with all safety provisions and regulations. The Contractor is responsible for abiding by all CAL/OSHA requirements, including the labeling of containers. Contractors who have ten (10) or more employees shall have an injury/illness program as required by OSHA.

Wet floor warning signs shall be supplied by the Contractor and properly utilized whenever a potentially hazardous floor condition exists. It is the Contractor's responsibility to ensure that adequate warning signs are posted, and that Contractor's employees adhere to all safety regulations.

Personal Protective Equipment (PPE) including but not limited to, eye protection, boots, gloves, mask and fall protection devices, as required, shall be supplied by the Contractor for janitorial staff and properly used at all times.

8. Safety Data Sheets (SDS)

The Contractor is responsible for ensuring that copies of all SDS are available at the work site. When the Contractor picks up City-provided chemicals from the City storeroom to be used on this contract, they shall pick up a copy of the SDSs for their work site.

For Contractor-provided chemicals, the Contractor is required to provide a SDS and applicable green certification. Contractor provided chemicals shall be approved by the City, prior to usage. Only those products whose labels and SDS clearly state the content, hazard potential, and protective measures required shall be approved for use. Proof of product certification as green may include, but not be limited to, a copy of the green certification, or product literature or label stating that the product is green certified.

Failure to comply with the above shall be cause for immediate termination of the contract for violation of safety procedures.

9. Janitor's Closet

Janitorial closets/rooms, as applicable, will be maintained in a clean, disinfected, and sanitized manner to include sinks, floors, and all fixtures and fittings. Cleaning materials shall be properly maintained and stored. Buckets shall be emptied and cleaned daily.

10. Security Precautions

Janitorial personnel shall not allow anyone on the premises unless that person is specifically assigned by the Contractor to do janitorial service at the facility. This rule will be strictly enforced, and non-compliance shall be cause for termination of this Contract.

The Contractor will ensure that each office or facility is locked upon completion of each cleaning. Offices will not be left open when not attended or when cleaning is conducted out of sight of the open office. Security shall be maintained during the cleaning period and access to any office by anyone except janitorial personnel will not be permitted.

11. Site Inspection Upon Commencement and Turnover of Contract

- a. Within five (5) days of the Effective Date of this Contract, the Contractor will inspect contract sites with the Department Representative, or designee to determine if the sites are in compliance with the specifications. If deficiencies are identified, the Department Representative, or designee may authorize, in writing, a mutually agreed upon one (1) time payment to the Contractor to correct the deficiencies. If work is authorized, the Contractor will bring the sites into compliance with the contract specifications and thereafter maintain the sites at the level required under this Contract.
- b. The Contractor shall provide a Janitor's Cleaning Checklist for each facility to the City's Department Representative, or designee within ten (10) working days of the Site Inspection. The Janitor's Cleaning Checklist outlines the tasks to be completed for each facility and allow for notes or other communication for uncompleted task or noteworthy items to the City's Department Representative, or designee for each cleaning round.

12. Environmental Management System Awareness Program

The Wastewater Treatment and Disposal Division of the City of San Diego's Public Utilities Department has undertaken a voluntary certification in Environmental Management Systems and is committed to Regulatory Compliance, Pollution Prevention, and Continual Improvement (commonly referred to as ISO 14001 certification). The Contractor shall be aware of the environment while working at the site under contract which means keeping the site clean, recycling when possible, turning off lights if you are the last one to leave, and reporting any environmental issues. Please contact the Facility Environmental Coordinator at telephone number (858)694-7000 to report any environmental issues or to obtain additional information regarding this policy.

13 Storm Water Pollution Preventive Regulations

Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements as may be established by the Enforcement Official, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of the City of San Diego regardless of location. For the Municipal Code and additional resources refer to <https://www.sandiego.gov/stormwater/regulations>.

E. QUALITY OF WORK/INSPECTIONS

Work shall be performed in accordance with the best Industry Standard and all facilities shall be kept clean and maintained in accordance with the Cleaning Standards specified throughout the Term of this Contract.

1. Inspections by Contractor

The Contractor shall perform regular and comprehensive inspections of the job sites to ensure that all work is completed in accordance with the specifications of this Exhibit B, Scope of Work. At a minimum, these inspections shall be performed by a Supervisor on a weekly basis.

The Contractor shall schedule a regular monthly meeting at a specified day and time with the Department Representative, or designee to evaluate services performed. Failure to appear for the meeting as scheduled shall be cause for termination.

2. Inspections by Department Representative, or Designee

Regular inspections shall be conducted by the Department Representative or designee. Any performance deficiencies shall be noted on the Janitor's Cleaning Checklist (Attachment B) and submitted to the Janitorial Service Manager and/or the Supervisor. A copy will also be emailed to the Contractor.

Deficiencies must be corrected the next business day unless otherwise directed by the Department Representative, or designee. Failure to correct deficiencies to comply with the specifications within the time specified may result in termination of this Contract.

F. STATEMENT OF TASKS AND CLEANING STANDARDS

The following standards are intended to indicate the acceptable minimum level of service to satisfy the requirements of this Exhibit B, Scope of Work.

Daily, Weekly, Monthly, and Weekend Tasks, as outlined below, must be completed between the hours of 8:00 a.m. and 5:00 p.m. Janitors are to be available during the designated hours.

1. Daily Tasks (Full Service Day)

The following tasks (Tasks No. 1 – 12) shall be performed on a daily basis (Monday – Friday) at each site, unless otherwise expressly noted:

a. Sweep/Dust and Mop Floors

Contractor shall remove dirt on all non-carpeted flooring to include stairways, stairway landings and areas under chairs, tables, and desks by one (1) or more of the following:

- a. Sweeping with a horsehair or similar type push broom.
- b. Using a dust mop.
- c. Using renewable commercial-type cleaning cloths; and
- d. Using a heavy-duty vacuum cleaner with an appropriate pick up tool.

Special attention will be given to edges, nooks, and baseboards to prevent the accumulation of soil, lint, or other material.

b. Damp Mop and Disinfect Floors

Contractor shall damp mop and disinfect vinyl, tile, concrete floor, linoleum, and other types of floor covering excluding rubber, carpet, hardwood and sports flooring in restrooms, locker rooms, and kitchens (all other areas requiring mopping are to be damp mopped only) to remove all spots, stains, or spills as part of normal floor care. While damp mopping, Contractor shall take special care to not leave streaks on the floor, or cause the accumulation of soil, lint or other material in the corners, edges, nooks, and baseboards. Floors shall have a uniform appearance without swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.

c. Vacuum/Spot Clean Carpeted Floors and Rugs

Contractor shall vacuum carpets and rugs to remove dirt. Vacuum cleaning shall also include the removal of all spots, stains, or spills as part of normal floor care. Rugs and carpet runners are to be straightened and adjusted. A pile lifter vacuum shall be used.

The vacuum cleaner must use filters that prevent dust from entering the air. Special care shall be given to edges, nooks, and baseboards to prevent accumulation of soil, lint or other material.

d. Clean Glass, Mirrors, and Metal Handrails

Contractor shall clean all glass including observation windows, display-type windows; display cases, glass doors and adjoining panes, interior partitions, mirrors, and metal handrails will be washed and cleaned daily. Glass surfaces shall be left clean with no fingerprints, streaks, spots, or dirt film. Care shall be taken in cleaning any surfaces covered with solar film to avoid any damage to the film.

e. Empty and Clean all Wastebaskets, Trash Receptacles, and Ash Urns

Contractor shall empty all wastebaskets, trash receptacles, ashtrays, butt cans, and sand urns inside facility and outside all lobby door entrances, patios and breeze ways. All receptacles shall be washed, as necessary, to maintain them in a stain-free and odor-free condition. Trash receptacles shall be lined with City-provided plastic trash bags. Contractor shall place all trash bags in a designated dumpster(s). The sand in sand urns shall be sifted as needed.

f. Empty Recycling Bins

All recycling bins at each facility shall be emptied, as needed, into designated recycling bins/dumpsters/roll offs; they shall not be emptied into containers designated for trash. Cardboard boxes shall be broken down and flattened before placing in recycling bins or dumpsters. All recycling receptacles shall be washed, when needed and as directed by the Department Representative, or designee, to maintain them in a stain-free and odor-free condition.

g. Clean Restrooms, Lockers, and Showers

Contractor shall maintain restrooms, lockers, and showers in a clean, disinfected, and sanitized manner using cleaning agents and/or disinfectants. Restrooms shall be scrubbed using anti-bacterial/anti-fungal cleaner. Walls, wall partitions, shower curtains, flooring, floor seams, cracks, grout, wainscoting, etc., and fixtures including sinks, toilets, urinals, water closets, and toilets shall be washed/scrubbed with quality materials using techniques which will remove and prevent soil buildup, formation or encrustation, or stains, under lids, ledges, sills or rims. All metal fixtures and hand grab rails will be cleaned. Tile grout shall be cleaned and scrubbed to maintain clean appearance. Toilet stall partitions and door locks will be inspected and cleaned daily on both sides of the panels. Special attention will be given to the countertops to ensure they are disinfected. Entry door and stall door frames will be cleaned with special emphasis around the hinges.

The term "clean" as used here will mean that no dirt, dust, lint, stains, spots, grease, molds or odors can be detected on areas including, but not limited to, floors, walls, lockers, partitions, ledges, trim, doors, moldings, shower doors, shower mats and/or curtains or fixtures within the restroom, lockers or showers.

h. Refill Dispensers for Paper Towels, Soap, Toilet Paper, and Toilet Seat Covers

Contractor shall refill all dispensers for paper towels, soap, toilet paper and toilet seat cover using City-provided material. Contractor shall provide a minimum of one (1) week notice to the Department Representative or designee when supplies need to be replenished.

i. Clean Drinking Fountains/Water Dispensers

Contractor shall clean and sanitize drinking fountains/water dispensers to remove all spots, marks and hard water stains.

j. Clean Kitchen Area/Break Room

Contractor shall clean and disinfect all kitchen areas/break rooms including sinks and countertops. All spots, marks, and stains shall be removed; tables and chairs shall be cleaned and straightened. Exterior of microwave and refrigerator shall be wiped clean by Janitorial staff.

k. Pick-up Litter, Trash, and Garbage

Contractor shall pick-up and dispose of all litter, trash, garbage, and foreign discarded or abandoned objects found in the interior of the facility, all entry ways, patios, and hallways. All trash will be placed in a City designated dumpster.

l. Disinfect Common Areas and Frequently Touched Fixtures

Contractor shall clean and disinfect all common areas, conference room tables, break rooms, keypads, button pads, handrails, light switches, doorknobs and handles (inside and outside of door) with disinfectant solution to leave them clean and polished with no dirt, fingerprints, streaks, or spots.

2. Weekly Tasks

The following tasks (Tasks No. 13 – 17) shall be performed on a weekly basis at each site, unless otherwise expressly noted.

a. Clean Walls, Door Frames, and Jambs

Contractor shall clean and disinfect walls, doors, door frames/jambs, partitions, ledges, moldings, windowsills, including wood and metal work, to remove dust, dirt, spots, stains, hand marks, and any other marks or scuffs.

b. Sweep Areas

Contractor shall sweep exterior sidewalks, pedestrian access walkways, stairs, stairwells, main entrance, and outside vestibules.

c. Dust

Contractor shall dust in all offices, common and public areas, including but not limited to service counters, waiting rooms, conference rooms, kitchens, break rooms, etc.

Contractor shall dust desks (when cleared of work material), hutches, tables, chairs, file cabinets, shelving, countertops, lampshades, light fixtures, pictures, lockers, telephones, map frames, moldings, ledges, switches, door frames and jambs, window sills, partitions, and any other surface that accumulates dust. Dusting of furniture will include chair legs, table legs, frames, and bases. Dusting will be performed using a cloth and/or vacuum cleaner. Dusting will be performed in a manner to maintain the facility in a dustless condition and free of surface spots, stains, or marks. Contractor shall not move or disturb any articles, documents, equipment, or papers, and shall only dust exposed areas. Desks shall only be dusted if they are clear of work materials.

d. Clean Tables, Chairs, and Countertops

Contractor shall clean all tables, chairs, and countertops will be cleaned, disinfected, and sanitized to remove fingerprints, streaks, spots or dirt film. No wax or oily polish shall be applied.

e. Clean Walls in Restrooms

Contractor shall clean, disinfected, and sanitized all walls using pre-approved cleaning agents and/or disinfectants.

3. Monthly Tasks

The following tasks (Tasks No. 18 – 19) shall be performed on a monthly basis at each site, unless otherwise expressly noted.

a. Vacuum and Spot Clean Fabric Furniture

Vacuum seat cushions to remove all visible dirt. Special attention will be given to prevent the accumulation of soil, lint, or other material. Spot clean all fabric type furniture to remove all dirt, spots, and stains, as needed with an appropriate non-toxic fabric cleaner. This task does not include regular shampooing of fabric furniture.

b. Polish Wood Furniture

Wood office furniture, including, but not limited to desks, credenzas, and shelves, shall be polished with high quality furniture polish.

4. As-Needed Tasks and Enhanced Sanitation Performed with Written Pre-Authorization

The Contractor may be called upon to provide extra cleaning services tasks, including but not limited to window and blind cleaning, under this contract. No extra services, however, shall be performed without specific written authorization and instructions from the Department Representative. Any additional services performed without written authorization shall be considered unauthorized and shall not obligate the City to pay for such services. Extra cleaning services shall be listed separately on invoices and a copy of the written authorization must be attached. No travel time shall be charged.

The following tasks shall be performed at the sole discretion of the City and as directed by the Department Representative, or designee.

a. Strip, Wax, and Buff Tile, Vinyl/Tile, and Ceramic Flooring

Contractor shall provide removal (stripping) of accumulated traffic stains and old wax. Work shall be accomplished by thoroughly scrubbing with a machine floor scrubber using steel wool pads, basin brush, or pads similar or equal to 3-M pads. Complete pick up cleaning water and followed with clear water rinse. Floor treatment shall be applied per manufacturer's instructions and buffed with a high-speed buffer (minimum 1500 RPM). Propane buffers are not to be used in any facility. Contractor shall post sufficient safety signs indicating slip hazards and or wet floor when buffing, damp mopping, scrubbing, stripping, and waxing. Contractor is responsible for moving and replacing all furniture.

b. Clean Carpets

Wet/steam clean carpets to remove all dirt, spots, and stains. The carpet cleaning machinery shall be industrial grade carpet cleaning machines to include use of a bonnet and extractor machine.

G. FACILITY LOCATIONS AND DESCRIPTIONS

Janitorial services shall be completed by the Contractor at each site. Description and square footage provided for each site location is approximate. Each Bidder is responsible for verifying actual square footage.

Site: Chollas Yard 2781 Caminito Chollas, San Diego, CA 92105

Section 1. Street Admin Building

- Approximate Sq. Ft.: 8,800
- 2 Restroom: 3 toilet & 3 sinks
- Kitchen: 2 sink, 1 microwave, countertop, refrigerator
- Conference Room: 1 long table, chairs
- Flooring: carpeted and vinyl

Section 2. Parker Hall Building

- Approximate Sq. Ft.: 4000
- 2 Restroom: 2 toilet & 2 sinks
- Kitchen: 1 sink, 1 microwave, countertop, refrigerator
- Conference Room: 1 long table, chairs
- Flooring: carpeted and vinyl
- Drinking Fountain

Section 3. Urban Forestry Building

- Approximate Sq. Ft.: 600
- Flooring: all carpeted

Section 4. Sign Shop Building

- Approximate Sq. Ft.: 4900
- 1 sink, 1 microwave
- Flooring: Concrete

Section 5. Eng. Annex Building

1st Floor

- Approximate Sq. Ft.: 1472
- Flooring: carpeted, laminated and vinyl

2nd Floor

- Approximate Sq. Ft.: 1472
- Kitchen area: 1 sink, 1 microwave, countertop, refrigerator
- Flooring: carpeted, laminated and vinyl

Section 6. Electrical Supervisor Trailer

- Approximate Sq. Ft.: 1320
- Kitchen: 1 sink, 1 microwave, countertop, refrigerator
- Flooring: carpeted

Section 7. Electrical Shop Trailer

- Approximate Sq. Ft.: 3600
- 2 Restrooms: 2 toilet & 2 sinks
- Conference Area: 1 long table, chairs
- Kitchen: 1 sink, 1 microwave, countertop, refrigerator
- Flooring: vinyl

Section 8. Traffic Trailer 1

- Approximate Sq. Ft.: 2100
- 2 Restroom: 2 toilet & 2 sinks
- Kitchen: 1 sink, 1 microwave, countertop, refrigerator
- Flooring: carpeted and vinyl

Section 9. Traffic Trailer 2

- Approximate Sq. Ft.: 2100
- 2 Restroom: 2 toilet & 2 sinks
- Kitchen: 1 sink, 1 microwave, countertop, refrigerator
- Flooring: carpeted and vinyl

H. CITY OBSERVED HOLIDAYS

Janitorial services shall not be performed on the following City observed holidays. There are eleven (11) City-observed holidays as follows.

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth Freedom Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas

I. WORK/TASK SCHEDULE

The Contractor shall submit a work schedule to the Department Representative or designee prior to commencement of work. Schedule changes must be submitted in writing and authorized by the Department Representative, or designee. Failure to comply with the above requirements may be cause for termination of this contract.

1. Weekly Tasks

Daily Tasks shall be performed contemporaneously with weekly tasks.

2. Monthly Tasks

All Monthly Tasks must be completed by the 15th of the month. Daily tasks are to be performed contemporaneously with the Monthly Tasks. However, Monthly Tasks are not required to be performed on the same day as the Weekly Tasks.

J. INVOICING PROCEDURES.

The Contractor shall be paid monthly, in arrears, for work performed satisfactorily. The invoices shall clearly state the monthly cost and any authorized extra cleaning services for each section. The monthly cost shall be as stated on the current Price Schedule. Other tasks shall be billed in the month completed. For extra cleaning services, a copy of the written authorization shall be attached to the invoice. Failure to do so will result in payment being withheld for such services.

Billing shall be in accordance with the current contract Price Schedule, allowing for City approved adjustments if any. Invoices shall be submitted to the Department Representative, at the address specified on the Purchase Order(s).

K. SUBCONTRACTORS

The Contractor shall not subcontract any portion of this Contract to any party without pre-authorized written approval from the Department Representative. San Diego Municipal Code section 22.4210(c), part of the City's Living Wage Ordinance, requires the Contractor to use its own employees to perform at least 50 (fifty) percent of the work described in this Contract.

Any subcontractors must comply with all contractual requirements including but not limited to background checks, uniforms, and badges.

If the City learns Contractor is using subcontractors that have not previously been authorized by the City, the City has the option, in its sole discretion, to terminate the contract.

L. NON-INTERFERENCE WITH CITY OPERATIONS

Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations. Contractor shall acquaint itself with conditions at the work site so as not to interfere with City operations. Contractor shall not stop, delay, or interfere with City work schedule(s) or operations without the prior approval of the Department Representative or designee. Contractor shall be entirely responsible for working in harmony with all others on the work site (i.e. City staff and Contractor's staff) when Contractor is working on City premises.

M. COOPERATION AND TRANSITION

Contractor shall cooperate with the City and any contractor currently providing services at the sites at the initiation of this Contract to accomplish a smooth phase-out and transition of responsibilities and services.

N. DISPLACED JANITOR OPPORTUNITY ACT

The Displaced Janitor Opportunity Act dated September 2, 2011, Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of the Labor Code is incorporated as part of this proposal and any resulting contract by reference (Attachment C).

By signing and/or authorizing this bid submittal, Proposer acknowledges that they have read and understood the meaning, intent and requirements of said Act; and if awarded the contract, Proposer will be expected to comply with the applicable provisions of the Act in initiating and performing work under this Contract.

O. ADDITIONAL INSURANCE

Contractor shall not begin any performance under the contract until it has provided the City with evidence of the following insurance coverage, in addition to the coverage required under Section 7.2 of the General Contract Terms and Provisions, revised January 16, 2020.

Crime Insurance, including Employee Dishonest/Fidelity coverage, for a minimum of twenty-five thousand dollars (\$25,000.00) per employee or one hundred thousand dollars (\$100,000.00) blanket limit. This coverage protects the Contractor against loss by the theft or mysterious disappearance of property by any of Contractor's employees or third parties while said property is in the care, custody, or control of the Contractor resulting directly or indirectly from the performance or execution of the Contractor or subcontract thereunder.

P. DEPARTMENT REPRESENTATIVE

The Department Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Department Representative will provide daily oversight of this Contract to ensure compliance and performance of this Exhibit B, Scope of Work. The Department Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issues under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Department Representative to fulfill obligations of the Department Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

Q. DEPARTMENT OF INDUSTRIAL RELATIONS PROPERTY SERVICE WORKERS PROTECTION (PSWPA) ACT, AND (DIR) REGISTRATION NUMBER

Pursuant to sections 1420 through 1434 of the California Labor Code, the contractor and all subcontractors with one or more employees and one or more janitorial workers operating in California shall register with the State of California Department of Industrial Relations (DIR). Requirements include but are not limited to contractor registration, maintaining accurate records, sexual harassment training, and civil penalties of \$100 for each calendar day for non-compliance (not to exceed \$10,000).

Failure to comply with registration requirements shall be caused to reject the proposer’s submittal as non-responsive.

	Registration No.	Expiration Date	Name
Janitorial DIR Registration No.	JS-LR-1000821953	9/20/2025	CA Office Cleaning
Subcontractor DIR Registration No.			

R. PRICE SCHEDULE

It is the City’s intent to award this solicitation to a single Bidder. The estimated annual quantities provided by the City are not guaranteed. The quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation and in no case shall exceed \$3 million without City Council approval.

Bidder shall complete the pricing schedule in its entirety to be considered responsive. The prices stated on the Price Schedule shall be submitted as a flat rate for performance of all specifications in this solicitation; fully burdened, firm, fixed price and shall include the complete service and/or material, and be inclusive of any and all related charges and costs, including, but not limited to labor (in accordance with the City of San Diego’s Living Wage Ordinance at the most current Living Wage rate), cleaning materials/supplies (as specified), equipment, travel, transportation, training, overhead, administrative costs, profit, etc. The City shall evaluate pricing for this solicitation solely based upon bidders submitted flat rate, as specified in the Price Schedule below.

Unit prices shall be based on the unit of measure (u/m) as specified on the pricing page(s). Any changes to the unit of measure made by the proposer may be cause for the item to be rejected as non-responsive. “N/A” should be used for any areas of the Pricing pages that are not applicable. Blanks on the Price pages will be interpreted as zero (0), and no price will be allowed.

PRICE SCHEDULE

How to calculate extended pricing on the following Pricing Pages:

***Annual Cost = "Estimated Frequency" X "Unit Cost"**

Site: Chollas Yard

Section 1. Street Admin Building

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>76</u> /Day	\$ <u>19,000</u> /Year
2	52	WK	Weekly Tasks	\$ <u>90</u> /Week	\$ <u>4,680</u> /Year
3	12	MO	Monthly Tasks	\$ <u>211</u> /Month	\$ <u>2,532</u> /Year
Section 1 Total					\$ <u>26,212</u> /Year

Section 2. Parker Hall Building

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>34.50</u> /Day	\$ <u>8,625</u> /Year
2	52	WK	Weekly Tasks	\$ <u>30</u> /Week	\$ <u>1,560</u> /Year
3	12	MO	Monthly Tasks	\$ <u>136</u> /Month	\$ <u>1,632</u> /Year
Section 2 Total					\$ <u>11,817</u> /Year

Section 3. Urban Forestry Building

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>4</u> /Day	\$ <u>1,000</u> /Year
2	52	WK	Weekly Tasks	\$ <u>4</u> /Week	\$ <u>208</u> /Year
3	12	MO	Monthly Tasks	\$ <u>4</u> /Month	\$ <u>48</u> /Year
Section 3 Total					\$ <u>1,256</u> /Year

Section 4. Sign Shop Building

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>10</u> /Day	\$ <u>2,500</u> /Year
2	52	WK	Weekly Tasks	\$ <u>5</u> /Week	\$ <u>260</u> /Year
3	12	MO	Monthly Tasks	\$ <u>10</u> /Month	\$ <u>120</u> /Year
Section 4 Total					\$ <u>2,880</u> /Year

Section 5. Engineering Annex Building

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>15</u> /Day	\$ <u>3,750</u> /Year
2	52	WK	Weekly Tasks	\$ <u>10</u> /Week	\$ <u>520</u> /Year
3	12	MO	Monthly Tasks	\$ <u>15</u> /Month	\$ <u>180</u> /Year
Section 5 Total					\$ <u>4,450</u> /Year

SECTION 6: Electrical Supervisor Tailer

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>5</u> /Day	\$ <u>1,250</u> /Year
2	52	WK	Weekly Tasks	\$ <u>10</u> /Week	\$ <u>520</u> /Year
3	12	MO	Monthly Tasks	\$ <u>10</u> /Month	\$ <u>120</u> /Year
Section 6 Total					\$ <u>1,890</u> /Year

SECTION 7: Electrical Shop Trailer

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>15</u> /Day	\$ <u>3,750</u> /Year
2	52	WK	Weekly Tasks	\$ <u>30</u> /Week	\$ <u>1,560</u> /Year
3	12	MO	Monthly Tasks	\$ <u>30</u> /Month	\$ <u>360</u> /Year
Section 7 Total					\$ <u>5,670</u> /Year

SECTION 8: Traffic Trailer 1

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>10</u> /Day	\$ <u>2,500</u> /Year
2	52	WK	Weekly Tasks	\$ <u>15</u> /Week	\$ <u>780</u> /Year
3	12	MO	Monthly Tasks	\$ <u>15</u> /Month	\$ <u>180</u> /Year
Section 8 Total					\$ <u>3,460</u> /Year

SECTION 9: Traffic Trailer 2

Item No.	Estimated Frequency	U/M	Description	Unit Cost	Annual Cost*
1	250	DY	Daily Tasks: Five (5) days a week, Monday - Friday, between the hours of 8:00 a.m. and 5:00 p.m.	\$ <u>10</u> /Day	\$ <u>2,500</u> /Year
2	52	WK	Weekly Tasks	\$ <u>15</u> /Week	\$ <u>780</u> /Year
3	12	MO	Monthly Tasks	\$ <u>15</u> /Month	\$ <u>180</u> /Year
Section 9 Total					\$ <u>3,460</u> /Year

Section 10. Extra Cleaning Services/Callback

Estimated Annual Frequency	U/M	Description	Cost Per Hour	Annual Cost
75	HR	Extra Cleaning Services, as specified.	\$ 25	\$ 1,875

Estimated Annual Total (Total Sections 1-10) \$ 62,970

ATTACHMENT A

TRAINING CERTIFICATION FOR JANITORIAL PERSONNEL

Company's Name: California Office Cleaning, Inc

I certify that the employee named below have received the following training and have been provided the necessary safety equipment as required by CAL OSHA, Title 8, Sections 3203, 1926.59, and 5193.

TRAINING	YES	NO	DATE
Material Safety Data Sheet (MSDS) Training	✓		1/10/2025
Blood Born Pathogen Training	✓		1/10/2025
Personal Protective Equipment Training	✓		1/10/2025
Injury/Illness Program Training	✓		1/10/2025
Employee(s) has/Have been trained in safety and emergency Procedures	✓		1/16/2024
Employee(s) has/have been trained in the proper use of green cleaning techniques and products	✓		1/16/2024
Employee(s) has/have been furnished with appropriate uniform	✓		1/16/2024

Teresa Romero

Employee Name

Facility Assigned

Rosalinda Lopez

Employee Name

Facility Assigned

Employee Name

Facility Assigned

Employee Name

Facility Assigned

Employee Name

Facility Assigned

Dustin Landeis

1/11/2025

Signature [Authorized Company Representative]

Date

Dustin Landeis

President

Printed Name

Title

ATTACHMENT B

JANITOR'S DAILY CLEANING CHECKLIST

Facility: Stations at: _____ A.M. or P.M. Date: _____	JANITOR Initial and date each task when completed							CITY INSPECTOR Completed Satisfactorily	
	M	T	W	TH	F	SA	SU	YES	NO
Task No. and Description									
1. Mop Floors.									
2. Vacuum Carpeted Floors and Mats.									
3. Pick up Trash.									
4. Clean Glass and Mirrors.									
5. Empty and Clean all Wastebaskets and Trash Receptacles. (Including food waste receptacle located inside refrigerator).									
6. Clean Restrooms and Shower									
7. Refill Dispensers for Paper Towels, Soap, Toilet Paper and Toilet Seat Covers.									
8. Clean Kitchen Area Including Sinks and Appliances.									

Date and Time Contractor notified of discrepancies: _____

Response Time (if emergency): _____

Date discrepancies satisfied: _____

Inspection conducted by: _____ Date: _____

NOTE: Janitor to place a checkmark (✓) in box each day task is completed.

LEGEND: SU = Sunday

M = Monday

T = Tuesday

W = Wednesday

Th = Thursday

F = Friday

SA = Saturday

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AB-350 Displaced Janitor Opportunity Act. (2011-2012)

SHARE THIS:



AMENDED IN SENATE SEPTEMBER 02, 2011

AMENDED IN SENATE AUGUST 30, 2011

AMENDED IN SENATE AUGUST 15, 2011

AMENDED IN SENATE JUNE 30, 2011

AMENDED IN ASSEMBLY APRIL 27, 2011

CALIFORNIA LEGISLATURE— 2011–2012 REGULAR SESSION

ASSEMBLY BILL**NO. 350**

**Introduced by Assembly Member Solorio
(Coauthor(s): Assembly Member Lara, Mendoza)
(Coauthor(s): Senator Vargas)**

February 10, 2011

An act to amend Sections 1060, 1061, and 1064 of, and to amend the heading of Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of, the Labor Code, relating to employment.

LEGISLATIVE COUNSEL'S DIGEST

AB 350, as amended, Solorio. Displaced Janitor Opportunity Act.

Existing law, the Displaced Janitor Opportunity Act, requires contractors and subcontractors, that are awarded contracts or subcontracts by an awarding authority to provide janitorial or building maintenance services at a particular job site or sites, to retain, for a period of 60 days, certain employees who were employed at that site by the previous contractor or subcontractor. The act requires the successor contractors and subcontractors to offer continued employment to those employees retained for the 60-day period if their performance during that 60-day period is satisfactory. The act authorizes an employee who was not offered employment or who has been discharged in violation of these provisions by a successor contractor or successor subcontractor, or an agent of the employee, to bring an action against a successor contractor or successor subcontractor in any superior court of the state having jurisdiction over the successor contractor or successor subcontractor, as specified.

This bill would rename the act the Displaced Property Service Employee Opportunity Act and make the provisions of the act applicable to property services, which would consist of licensed security, as defined, window cleaning, food cafeteria and dietary services, janitorial services, and ~~cleaning-related or light~~ building maintenance

services. This bill would exclude from the definitions of "contractor" and "subcontractor" specified types of food service providers. The bill also would make conforming changes.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The heading of Chapter 4.5 (commencing with Section 1060) of Part 3 of Division 2 of the Labor Code is amended to read:

CHAPTER 4.5. Displaced Property Service Employee Opportunity Act

SEC. 2. Section 1060 of the Labor Code is amended to read:

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for property services performed within the State of California, including any subcontracts for those services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a property service contract with the awarding authority, excluding an organization vendored or contracted through a regional center or the State Department of Developmental Services pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) or the California Early Intervention Services Act (Title 14 (commencing with Section 95000) of the Government Code) to provide services and supports for persons with developmental disabilities, as defined in Section 4512 of the Welfare and Institutions Code, that employs 200 or fewer individuals in the delivery of food services, that enters into a food service contract with the awarding authority or with a contractor to assist that contractor in performing a food service contract, and that provides a written notice to the awarding authority asserting exemption pursuant to this subdivision. In calculating whether an organization employs 200 or fewer individuals for these purposes, persons employed solely to produce commodities or provide services for procurement pursuant to Sections 46 to 48c, inclusive, of Title 41 of the United States Code shall not be counted.

(c) "Employee" means any person employed as a property service employee of a contractor or subcontractor who works at least 15 hours per week, has been employed by the contractor for at least four months prior to receiving notification of a contract termination, as described in paragraph (1) of subdivision (a) of Section 1061, and whose primary place of employment is in the State of California under a contract to provide property services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Property service" means janitorial, ~~cleaning-related or light~~ building maintenance, licensed security, window cleaning, or food cafeteria and dietary services. For purposes of this subdivision, "licensed security service" means service rendered by a person covered under a valid collective bargaining agreement who is registered as a security guard pursuant to Chapter 11.5 (commencing with Section 7580) of Division 3 of the Business and Professions Code.

(f) "Property service contract" means any contract that has the principal purpose of providing property services through the use of property service employees.

(g) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a property service contract, excluding an organization vendored or contracted through a regional center or the State Department of Developmental Services pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) or the California Early Intervention Services Act (Title 14 (commencing with Section 95000) of the Government Code) to provide services and supports for persons with developmental disabilities, as defined in Section 4512 of the Welfare and Institutions Code, that employs 200 or fewer individuals in the delivery of food services, that enters into a food service contract with the awarding authority or with a contractor to assist that contractor in performing a food service contract, and that provides a written notice to the awarding authority asserting exemption pursuant to this subdivision. In calculating whether an organization employs 200 or fewer individuals for these purposes, persons employed solely to produce commodities or provide services for

procurement pursuant to Sections 46 to 48c, inclusive, of Title 41 of the United States Code shall not be counted.

(h) "Successor property service contract" means a property service contract for the performance of essentially the same services as were previously performed pursuant to a different property service contract at the same facility that terminated within the previous 30 days. A property service contract entered into more than 30 days after the termination of a predecessor property service contract shall be considered a "successor property service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

SEC. 3. Section 1061 of the Labor Code is amended to read:

1061. (a) (1) If an awarding authority notifies a contractor that the property service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor property service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated property service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor property service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor property service contract, shall provide a list of its employees and a list of employees of its subcontractors providing property services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

(g) Nothing in this section shall require an employer to employ a person who is a registered sex offender or who has been convicted of a felony involving robbery, rape, murder, assault with intent to kill, assault that inflicts grievous bodily injury, or any similar violation.

SEC. 4. Section 1064 of the Labor Code is amended to read:

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced property service employees that impose greater standards than, or establish enforcement provisions in addition to, those prescribed by this chapter.

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Standards Enforcement
Licensing & Registration Unit
1515 Clay Street, Suite 1902
Oakland, CA 94612
Tel: (510) 879-8333 Fax: (510) 286-1366

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

**Registration Services**

Division of Labor Standards Enforcement

August 2019

NOTICE**Update to Janitorial Employer Registration Law**

All janitorial employers, with or without employees, must register with the Labor Commissioner's Office

All janitorial employers in California must now register with the Labor Commissioner's Office. Any person or business entity with any of the following conditions must register:

- Any person or entity that employs at least one janitorial worker, which could be as an employee, an independent contractor, or a franchisee.
- Any person or entity that has no janitorial workers but enters into a contract, subcontract, or franchise agreement for the provision of janitorial services.

To register:

- Gather the [required documents](#).
- Complete the new application or renew your existing registration [online](#) or by [mail](#).

The update to [the Property Service Workers Protection Act](#), effective June 27, 2019, expanded the definition of janitorial employer to include any person or entity that provides or engages to provide janitorial services, even if they have no employees.

Please note: Proof of valid workers' compensation coverage or proof of exemption from the requirement to maintain workers' compensation coverage is required for registration. Janitorial employers with no employees may be exempt from the requirement to maintain valid workers' compensation coverage and must provide proof of this exemption.

The law defines janitorial employers as:

Any person or entity that employs at least one covered worker or otherwise engages by contract, subcontract, or franchise agreement for the provision of janitorial services by one or more covered workers. The term "employer" includes the term "covered successor employer," but does not include an entity that is the recipient of the janitorial services.

A covered worker is any individual working predominantly as a janitor, whether as an employee, independent contractor, or a franchisee. The term janitor is defined in the [Service Contract Act Directory of Occupations](#) maintained by the United States Department of Labor.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I
SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II
CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, or the City's annual Living Wage increase. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less, or the City's Living Wage increase). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. Living Wages. This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. Annual Compliance Report. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**LIVING WAGE ORDINANCE
 CERTIFICATION OF COMPLIANCE**
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

COMPANY INFORMATION

Company Name: California Office Cleaning
 Company Address: 415 Laurel St #350, San Diego, CA 92101
 Company Contact Name: Dustin Landeis Contact Phone: 949-701-1771

CONTRACT INFORMATION

Contract Number (if no number, state location): 10090228-25-C Start Date: _____
 Contract Title (or description): AS-Needed Janitorial Services for End Date: _____
 Purpose/Service Provided: Janitorial Services Transportation Department

TERMS OF COMPLIANCE

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions unless specifically approved for an exemption. Basic requirements of the LWO are:

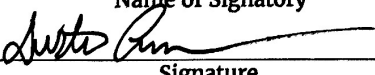
- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO; and
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under laws of the State of California to the following:

- (a) comply with the requirements of the Living Wage Ordinance; and
- (b) will perform at least fifty percent (50%) of the work with its own employees.

Dustin Landeis
 Name of Signatory

 Signature

President
 Title of Signatory
11/26/24
 Date

FOR OFFICIAL CITY USE ONLY

Date of Receipt: _____ LWO Analyst: _____ Contract Number: _____

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

AS-Needed Janitorial Services for Transportation Department
Invitation # 10090228-25-C

B. BIDDER/PROPOSER INFORMATION:

<u>California Office Cleaning, Inc.</u>	<u>California Office Cleaning</u>
<small>Legal Name</small>	<small>DBA</small>
<u>415 Laurel St # 350 San Diego</u>	<u>CA 92101</u>
<small>Street Address</small>	<small>City State Zip</small>
<u>Dustin Landeis, President</u>	<u>949-701-1771 N/A</u>
<small>Contact Person, Title</small>	<small>Phone Fax</small>

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Dustin Landeis	President / Owner
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
100% Owner	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?

Yes No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?

Yes No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?

Yes No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 12/18/2017 State of incorporation: California

List corporation's current officers: President: Dustin Landeis
 Vice Pres: -
 Secretary: -
 Treasurer: -

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If Yes, after what date: 12/18/2017

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Dustin Landeis - 100% ownership

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes No

If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes No

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chase Bank

Point of Contact: _____

Address: 2551 Fifth Ave, San Diego, CA 92103

Phone Number: 619-321-2153

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2018000106 Year Issued: 2024

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of Solana Beach

Contact Name and Phone Number: Luis Carrillo 858-720-2481

Contact Email: Lcarrillo@cosb.org

Address: 635 Hwy 101 Solana Beach, CA 92075

Contract Date: January 2020 - current

Contract Amount: 125,000/year

Requirements of Contract: Janitorial Services at 6 City buildings.

Trash removal, vacuuming, mopping, restroom + Kitchen cleaning, ect.

Company Name: City of Encinitas

Contact Name and Phone Number: Matt Mackinen 760-633-2885

Contact Email: mmackinen@encinitasca.gov

Address: 505 S. Vulcan Ave Encinitas, CA 92024

Contract Date: July 2019 - current

Contract Amount: 170,000/year

Requirements of Contract: Janitorial Services at 4 City buildings.

Company Name: San Elijo Joint Powers Authority

Contact Name and Phone Number: Mike Thornton 760-753-6203 x 72

Contact Email: Thornton@sejpa.org

Address: 2695 Manchester Ave Cardiff, CA 92007

Contract Date: June 2023 - current

Contract Amount: 50,000/year

Requirements of Contract: Janitorial Services at Admin/Ops building and Laboratory.

Trash removal, vacuuming, mopping, restroom + Kitchen cleaning, ect.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If Yes, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If Yes, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # 17C01772

3. Are you certified as any of the following:

a. Disabled Veteran Business Enterprise Certification # _____

b. Woman or Minority Owned Business Enterprise Certification # _____

c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local prevailing, minimum, or living wage laws? Yes No If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$ _____ (per year) \$ _____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).


(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Dustin Landeis, President
Name and Title


Signature

11/26/2024
Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

N/A.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Dustin Landeis, President
Print Name, Title


Signature

11/26/2024
Date

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)
GOODS AND SERVICES CONTRACTOR REQUIREMENTS

I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

Contractors must submit the required EOCP documentation indicated below with their bids. Contractors who fail to provide the required EOCP documentation are considered non-responsive.

II. Definitions.

Commercially Useful Function: a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether a SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, a SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

Disadvantaged Business Enterprise (DBE): a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

Disabled Veteran: Disabled Veteran Business Enterprise (DVBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

Emerging Business Enterprise (EBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

Emerging Local Business Enterprise (ELBE): a Local Business Enterprise that is also an Emerging Business Enterprise.

Local Business Enterprise (LBE): a business that has both a principle place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

Minority Business Enterprise (MBE): a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minority owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

Other Business Enterprise (OBE): any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

Principle Place of Business: a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of its gross annual receipts.

Significant Employee Presence: no less than twenty-five percent (25%) of a business's total number of employees.

Small Business Enterprise (SBE): a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City Manager, shall be deemed to be an SBE.

Small Local Business Enterprise (SLBE): a Local Business Enterprise that is also a Small Business Enterprise.

Women Business Enterprise (WBE): a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

III. Disclosure of Discrimination Complaints.

As part of its bid, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

IV. Workforce Report and Equal Opportunity Outreach Plan.

- A. Work Force Report. Contractors shall submit with their bid a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEO) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEO has been approved by the City shall use best efforts to comply with that EEO.

V. Small and Local Business Program Requirements.

The City has adopted a Small and Local Business Preference Program for goods and services contracts. The SLBE requirements are set forth in San Diego Municipal Code Division 36. For goods, services, and consultant contracts in which the Purchasing Agent is required to advertise for sealed bids in the City's official newspaper:

- A. The City shall apply a bid discount in the way of:
 - a. Five percent (5%) discount off the bid price for SLBE or ELBE prime contractors; or
 - b. Five percent (5%) discount off the bid price for prime contractors achieving the voluntary goal of twenty percent (20%) for SLBE or ELBE subcontractor participation set forth in Subsection B below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$50,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-

discounted bidder, the discounted bidder will be awarded the contract. The discount shall be taken off the total contract value, including contract option years.

- B. Include a voluntary subcontractor participation requirement of 20% of the total bid price for SLBE or ELBEs.

VI. Maintaining Participation Levels.

- A. Bid discounts are based on the bidder's level of participation proposed prior to the award of the goods, services, or consultant contract. Bidders are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the bidder shall make reasonable efforts to maintain the SLBE or ELBE participation for which the bid discount was awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Bidder shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Bidder's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under San Diego Municipal Code Division 36 are cumulative to all other rights and remedies available to the City.

VII. Certifications.

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the ITB. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

VIII. List of Attachments.

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

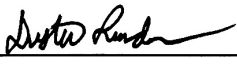
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: California Office Cleaning

Certified By Dustin Landeis Name Title President

 Signature Date 11/26/2024

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed Work Force Report (WFR).

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: California Office Cleaning, Inc.
ADA/DBA: California Office Cleaning, Inc.
Address (Corporate Headquarters, where applicable): 415 Laurel St # 350
City: San Diego County: San Diego State: CA Zip: 92101
Telephone Number: 949-701-1771 Fax Number: N/A

Name of Company CEO: Dustin Landeis
Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____
City: _____ County: _____ State: _____ Zip: _____
Telephone Number: _____ Fax Number: _____ Email: Dustin@calofficecleaning.com

Type of Business: Janitorial Services Type of License: _____
The Company has appointed: Kelly Safran

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 415 Laurel St # 350 San Diego, CA 92101
Telephone Number: 518-330-8588 Fax Number: N/A Email: Kelly@calofficecleaning.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of California Office Cleaning
(Firm Name)

San Diego, CA hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 26th day of November, 2024

[Signature] Dustin Landeis
(Authorized Signature) (Print Authorized Signature Name)

WORK FORCE REPORT - Page 2.

NAME OF FIRM: California Office Cleaning DATE: 11/26/24
 OFFICE(S) or BRANCH(ES): 415 Laurel st #350 COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support											1	1		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*	1		9	18										

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		9	18							1	1		
--------------------	---	--	---	----	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 30

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1,3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners



California Office Cleaning, Inc.
415 Laurel St. 350
San Diego, California 92101
619-888-0520

Janitorial cleaning services proposal for:

Solicitation Number: 10090228-25-C
Proposal for As-Needed Janitorial Services for Transportation Department
2781 Caminito Chollas, San Diego, CA 92105

1. Executive Summary

California Office Cleaning, Inc is interested in being considered for the As- Needed Janitorial Services Contract for the Transportation Department at 2781 Caminito Chollas, San Diego, CA 92105. We currently service the janitorial needs at all sites listed in Section A. Background, of Exhibit B-Scope of Work. We have proudly serviced these locations through purchase orders since January of 2024. Our primary daily contacts are Solita Uvero and Donna Trask.

The following proposal will highlight our company's history, experience, plan to execute, staffing, supervision, references and training. This proposal will demonstrate that our company has the capability to continue to successfully and fully execute the scope of work as stated in Exhibit B in the ITB. We have the experience, training and knowledge of how to properly and safely clean all areas stated in the ITB. Our attendance history at this location and similar sized contracts is immaculate. We have never failed to fully execute and service a contract for the full duration and have always been renewed to the maximum amount of contract extensions allowed in similar City contracts we have been awarded. Our communication with the contract administrator is always seamless and prompt. Any minor logistical changes in the scope of the contract by the customer will be responded to right away.

The legal entity name of our company is California Office Cleaning, Inc.
Entity No:4091682
Address: 415 Laurel St 350, San Diego, California 92101

California Office Cleaning is a S-Corporation, and we have been registered with the Secretary of State since 12/18/2017.

California Office Cleaning is currently SLBE certified and classified as ELBE, General Services.

California Office Cleaning is 100% owned by myself, Dustin Landeis, President.

Our single address is 415 Laurel St 350, San Diego, California 92101.

Contact for this proposal:

Dustin Landeis, President
415 Laurel St 350, San Diego, California 92101
949-701-1771

2. Company Profile

The main contact person for this contract would be Dustin Landeis.
Dustin Landeis, President
415 Laurel St 350, San Diego, California 92101
949-701-1771

California Office Cleaning, Inc. currently cleans and maintains over 1,000,000 sqft of office and commercial space from Oceanside to El Cajon to San Ysidro. We currently have 30 employees. Our organizational structure is as follows:

Dustin Landeis, President: Dustin will be responsible for all communication in regards to scheduling of employees, phone/email and in-person communication with contract administrators, contract execution, ect.

Rosie Lopez, Operations Manager: Rosie will responsible for all training, supply management, coverage for sick/vacation and site walks with contract administrators and also site inspections.

Kelly Safran, Executive Assistant: Kelly is responsible for employee timesheet management, payroll management and Prism management.

27 janitorial staff members

We recently celebrated our 11th year in business, as we have been operating since September of 2013. California Office Cleaning, Inc. was formed as an S-corporation with the state of California on 12/18/17 and have been performing janitorial services on City of San Diego sites since 2018.

We are an office and commercial only cleaning company that provides general cleaning services, day porter services, window cleaning, stripping and waxing, floor care and carpet shampooing. All employees are experienced in cleaning bathrooms, floors, walls, windows, trash disposal, kitchens, lobbies, labs, classrooms, individual offices, exterior areas etc. All current employees are background checked, experienced and receive ongoing training and supervision.

California Office Cleaning has always maintained a sufficient cash flow with a manageable debt level. We are always able to cover all expenses, including payroll. Our employees are a top priority, and we have never missed a payroll due to insufficient funds. We are able to demonstrate resilience to economic fluctuations and capacity to meet financial obligations in the long term. Overall, we operate very efficiently as a company and possess the ability to generate consistent revenue to cover expenses and future investments.

California Office Cleaning does not have any lawsuits or litigation pending against our company, nor have any occurred ever. Our company has and will maintain all of the insurance requirements outlined in the ITB.

3. Experience and References

California Office Cleaning, Inc has been operating under our legal business name since December of 2017. We have not filed for bankruptcy under any business name over the past 5 years. During the last 5 years of operation, we have provided similar services to similar public agencies as described in the ITB. Our most similar contracts that have been provided within the last 5 years will be described here.

A. City of San Diego Fleet Services

Contact: Scott Harris; SEHarris@sandiego.gov; 619-527-8087

We currently service 4 locations for the City of San Diego's Fleet Services Department. We have been performing janitorial services for this department since 2018.

B. City of San Diego Park and Recreation Department

Contact: Clayton Walsten; cwalsten@sandiego.gov; 619-533-5787

California Office Cleaning currently services 3 locations for the City of San Diego's Park and Recreation Department. We have also been servicing these locations since 2018.

C. City of Solana Beach

Contact: Luis Carrillo; Lcarrillo@cosb.org; 858-720-2481

Our company has been in contract with the City of Solana Beach beginning in January of 2020. We initially signed a 1 year contract with 4 additional 1 year options, all of which were resigned. Earlier this year, all additional options were exhausted and the City put out a public RFP. We were again awarded this contract. The term is a 1 year contract plus 3 additional 1 year options. The yearly budget for this contract is 125,000. This contract includes janitorial services for 6 City buildings. We are responsible for cleaning City Hall five days a week, La Colonia Community Center five days a week, La Colonia Community Center public outdoor restrooms 7 days a week, Fletcher Cove Community Center two days a week, Fletcher Cove public outdoor restrooms 7 days per week and the Public Works building once per week.

The scope of work at these locations includes but is not limited to; trash removal and disposal, vacuuming, mopping, purchasing and replenishing of all paper and soap products, sanitizing, cleaning all horizontal surfaces, bathroom cleaning, kitchen cleaning, janitorial supply room organization and quarterly window washing, carpet cleaning, restroom grout cleaning, and tile strip and waxing. Additionally, this contract includes event cleaning. Often times these events are scheduled within a few days, and we are always able to accommodate any and all requests.

We staff this contract with a team of 4 employees. 3 of these employees split up the 7 day per week daily cleaning. The 4th team member is our Operations Manager. Our Operations Manager has been with our company since 2017 and plays a huge role in day to day activities. She has full knowledge of the buildings and expectations of the scope of work. She oversees the team and always steps in if needed to cover a vacation or scheduling issue with the other team members. This team has always had impeccable attendance. We can proudly say that we have never missed a cleaning and have provided services 7 days a week since January of 2020.

D. City of Encinitas

Contact: Matt Mackinen; mmackinen@encinitasca.gov; 760-633-2885

Our company has been in contract with the City of Encinitas since July of 2019. Our most recent renewal was in June of 2022, at which time we signed a 3 year contract agreement. The yearly budget for this contract is 170,000. We are responsible for janitorial services at 4 City buildings. These include the Encinitas Civic Center five days a week, Encinitas Library seven days a week, Public Works building five days a week and the Wastewater Collections trailer 5 days per week. Our duties at these locations include trash removal and disposal, vacuuming, mopping, replenishing all paper and soap products, sanitizing, kitchen cleaning, bathroom cleaning and quarterly strip and wax of many areas inside City Hall and Public Works buildings.

This contract is primarily staffed with a team of 3 employees. This team travels together nightly to all city buildings. Additionally, the Operations Manager is also on site during the weekends. She assists in the 7 day per week sites and also helps the team with larger projects. This team always adheres to the schedule provided to them and also has flawless attendance.

E. San Elijo Joint Powers Authority

Contact: Mike Thornton; Thornton@sejpa.org; 760-753-6203 x72

California Office Cleaning, Inc has been in contract with SEJPA since June of 2023. We originally signed a 1 year agreement and resigned another 1 year contract this past June. At this location we have one employee who cleans and maintains the Administration and Operations building, the Laboratory, Construction Management Trailer and the Center of the treatment plant public restrooms. This employee completes tasks here 4 days and week, and again our Operations Manager is present on Sundays to verify all duties have been completed throughout the week and to also take care of some janitorial work, as this site is open 365 days a year. These tasks include trash removal and disposal, vacuuming, mopping, replenishing paper and soap products, dusting, removing fingerprints from large glass areas, kitchen and bathroom cleaning. This contract includes additional tasks such as quarterly window cleaning, quarterly striping and waxing of the laboratory floors and polishing of the concrete floors in the Administration and Operations building twice annually. This contract is approximately 50,000 per year.

4. Project Staffing

Janitorial Service Manager: Dustin Landeis

Dustin Landeis, President, and sole owner of California Office Cleaning will be the single point of contact with the City's Department Representative. Dustin will always provide prompt communication and is available via call/text/email 7 days per week between 8am and 5pm.

Project Manager: Rosie Lopez

Rosie is our current Operations Manager with California Office Cleaning. She has been with our company for 8 years. She is extremely reliable, trustworthy, and knowledgeable. She will play a large roll in ensuring the success of our firm while servicing this project. Over the last 8 years she has overseen more than 40 buildings, many of which are similar to this contracts size and scope of work. Rosie is currently the project manager assigned to sites listed in the Scope of Work at the Transportation Department's ITB documents.

Janitorial Staff: Teresa Romero and Martha Flores

We propose to staff this location with two daily on site employees. Teresa and Martha are currently on site at the Transportation Department location and would continue to provide janitorial services if our company was chosen for this contract. Teresa will be named as the On Site Supervisor. These two employees have immaculate attendance, and are extremely honest and reliable. Teresa and Martha are both able to communicate in English and Spanish. If chosen for this contract, the transition would be seamless, as all above named are very familiar with the Scope of Work and City expectations. Upon award, prior to start of contract, all staff will be properly trained on chemicals, Blood Born Pathogens, Personal Protective Equipment, and Injury/Illness Program as required by CAL OSHA. Additionally, all employees will wear navy blue uniformed shirts with a company logo on the front and back that clearly distinguishes them as the janitorial staff. They will also wear long pants and close toed shoes.

5. Work Plan/Schedule

Currently, Teresa and Martha use a digital app to log their time of arrival when they arrive on site, and then retrieve keys from the contract administrator. These keys are returned at the end of their shift. They understand that these keys are not to be shared, loaned out or duplicated. They will never allow anyone on site who is not permitted to be on the premises. They will also perform all duties in a manner that will not stop, delay or interfere with City work schedules or operations.

California Office Cleaning provides equipment required for performing specific tasks, such as vacuums, mops, mop buckets and janitorial carts. We are aware of the current protocol to inform the Department when City furnished supplies are in need of replenishing. We will keep all supplies and janitorial closet neat and orderly. Our staff is fully aware and understands the enhanced sanitization regulations. Additionally, the janitorial staff will complete the Janitor's Cleaning Checklist, Attachment B, when tasks are completed and leave them in the designated area.

All emergency calls shall be responded to within 15 minutes and actions to resolve the completed issue within 4 hours. All non-emergency calls shall be responded to within 1 hour and actions to resolve completed by the next business day.

All work performed under this contract will always be performed to keep the safety of public and employees at a maximum. This includes but is not limited to PPE, wet floor signage and proper labeling of all bottles and containers. California Office Cleaning will also ensure that SDS are available on site.

All staff members are aware of the Environmental Management System Awareness Program and the Storm Water Pollution Preventive Regulations. We will be cognizant of all requirements and guidelines of these programs while performing daily duties. Inspections by our Operations Manager will be performed on a weekly basis to ensure that all duties listed in the scope of work are being performed and executed properly.

We understand that inspections by a Department Representative will also be performed and the policies and procedures that surround this.

If chosen for this contract, California Office Cleaning would continue to perform all tasks and requirements listed in the Scope of Work, beginning daily at 6:00 a.m., Monday through Friday. We are fully aware and confident that we can perform all daily, weekly, monthly and weekend tasks. Daily tasks to include vacuuming, sweeping and mopping of floors, cleaning glass mirrors and handrails, emptying and cleaning all wastebaskets, trash receptacles and ash urns, emptying recycling bins, cleaning restrooms, lockers and showers, refilling soaps and paper products, cleaning water dispensers, cleaning kitchens and break rooms, picking up litter, trash and garbage and disinfecting common areas and fixtures. Weekly tasks to include cleaning walls, door frames and jambs, sweeping sidewalks, stairs and stairwells, dusting offices and public areas, cleaning tables, chairs and countertops and also cleaning restroom walls. Monthly tasks to include vacuuming and spot cleaning furniture, and also polishing wood furniture. We will also perform as needed tasks (floor strip and wax, floor buffing, carpet cleaning) and enhanced sanitization with written authorization from the City.

California Office Cleaning does not propose the use of any subcontractors to perform any listed duties in the Scope of Work.

California Office Cleaning is aware of, and complies with current wage requirements. All employees staffed on site will be paid in accordance with the Living Wage Ordinance pay rate. We currently work with the Prism system to comply and verify that all employees are being paid appropriately. California Office Cleaning, Inc. employees are all over the age of 18, and undergo through background checks upon hire. This includes a criminal background check, successful driver's license check for a good driving record and proof of eligibility to work in the USA.

California Office Cleaning does not request any exceptions to the Scope of Work, Contract or Exhibits. We do however request to add a yearly price increase of 3%, if awarded and additional 1 year options are executed. This proposed price increase is due to mandatory annual LWO wage increases.

6. Conclusion

California Office Cleaning is very confident that we are able to continue serving the janitorial needs at the City of San Diego's Transportation Department. We would execute the contract with the same hard work and dedication we have been providing over the past year. Our employees are eager to continue being staffed at this site. We have the knowledge, staff and resources to exceed expectations and perform all duties being presented. Thank you for your time in reading this proposal and considering California Office Cleaning for this solicitation.



Secretary of State Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name: CALIFORNIA OFFICE CLEANING, INC.
Entity No.: 4091682
Registration Date: 12/18/2017
Entity Type: Stock Corporation - CA - General
Formed In: CALIFORNIA
Status: Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 26, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 185570122

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Licensing & Registration Unit
1515 Clay Street, Ste. 1902
Oakland, CA 94612



Registration Number: JS-LR-1000821953

Janitorial Services Registration

REGISTRANT WITH EMPLOYEES

Effective Date 9/20/2024	Expiration Date 9/20/2025
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California Office Cleaning, Inc.
415 Laurel St 350
San Diego, CA 92101

Workers Compensation Insurance Expiration Date:
January 1, 2025

Having paid to the Labor Commissioner of the State of California the required Registration Fee is hereby granted a registration to conduct the business of Janitorial Services in the State of California at the location(s) listed above and effective for the period designated above in conformity with the provisions of Chapter 4, Part 4.2, Division 2 of the Labor Code and the rules and regulations issued thereunder by the Labor Commissioner.

THIS REGISTRATION IS NOT TRANSFERABLE AND IS VALID ONLY AT THE REGISTERED OPERATING LOCATION INDICATED ABOVE

POST IN A CONSPICUOUS PLACE

ALTERATIONS WILL VOID THIS REGISTRATION

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

CALIFORNIA OFFICE CLEANING INC
415 LAUREL ST PMB 350
SAN DIEGO CA 92101-1605



Certificate Number: B2018000106
Business Name: CALIFORNIA OFFICE CLEANING INC
Business Owner: CALIFORNIA OFFICE CLEANING INC
Business Address: 2667 CAMINO DEL RIO SOUTH #301
SAN DIEGO CA 92108-3778

Primary Business Activity: JANITORIAL SERVICES

Secondary Business Activity:

Effective Date: 02/01/2024
Expiration Date: 01/31/2025

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

CITY OF SAN DIEGO
CERTIFICATE OF PAYMENT OF BUSINESS TAX
PO BOX 122289, SAN DIEGO, CA 92112-2289
1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101
(619) 615-1500; FAX (619) 533-3272
www.sandiego.gov/treasurer

Certificate Number: B2018000106 PIN: 4XNK4

Business Name: CALIFORNIA OFFICE CLEANING INC
Business Owner: CALIFORNIA OFFICE CLEANING INC
Business Address: 2667 CAMINO DEL RIO SOUTH #301
SAN DIEGO CA 92108-3778

Primary Business Activity: JANITORIAL SERVICES

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Effective Date: 02/01/2024
Expiration Date: 01/31/2025

CALIFORNIA OFFICE CLEANING INC
415 LAUREL ST
PMB 350
SAN DIEGO CA 92101-1605



Mailing Address: CALIFORNIA OFFICE CLEANING INC
415 LAUREL ST PMB 350
SAN DIEGO CA 92101-1605

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This **is not** a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

NOTICE: It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

This certificate is NOT transferable for a change in business ownership.

See reverse side.

City of San Diego



**Small Local Business Enterprise (SLBE)
Program Certification**

California Office Cleaning, Inc.

Emerging Local Business Enterprise (ELBE)

General Services

(NAICS: 541720)

Certification Number: 17CO1772

Effective: 11/25/2024 - 11/25/2026

A handwritten signature in blue ink, appearing to read "C. Silva", is written over a horizontal line.

Christian Silva
Program Manager
Equal Opportunity Contracting